

2070

PLEASANTVILLE POLICE DEPARTMENT

Mainland Local #77

NJ State Policemen's Benevolent Association Inc.

and

CITY OF PLEASANTVILLE

Pleasantville, New Jersey

December 31, 1989

to

December 31, 1991

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## AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_ is entered into by and between the CITY OF PLEASANTVILLE, a municipal corporation of the State of New Jersey, hereinafter referred to as "THE CITY", and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION INC., through its designated affiliate, MAINLAND LOCAL #77 hereinafter referred to as "PBA #77".

### ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, (N.J. Statute 34:13A-5.1, et seq), of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuate in the best interest of the people of the City of Pleasantville, New Jersey.

### ARTICLE II - EMPLOYEE REPRESENTATION

#### A. Majority Representation

The City recognized PBA Local No. 77 as the exclusive negotiating agent for all regular appointed, full-time police personnel within the Pleasantville Police Department, with the exception of the Chief of Police and Deputy Chief of Police. These personnel are hereinafter known as "Employees". The City and Employees agree that PBA Local No. 77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Revised Statutes 34:13A-5.1 et seq., and shall have all rights and privileges therein.

#### B. Stewards

The PBA No. 77 must notify the City of name of the stewards. No more than one steward and alternate is to be designated. For the duration of this agreement, the steward shall be Roy Heintz and the alternate shall be Walter Kelley, both officers of the Pleasantville Police Department.

### ARTICLE III - GRIEVANCE PROCEDURE

**DEFINITION:** A grievance is any dispute between the parties concerning the application or interpretation of the agreement or

any complaint as to any action or non-action which violates any right arising out of his or her employment. The City shall not discipline any employee without just cause.

STEP 1. All grievances by an employee shall be presented to the PBA Shop Steward in writing within five (5) days of its occurrence or the knowledge of its occurrence. The PBA Shop Steward will have five (5) days to resolve the grievance.

STEP 2. If no agreement can be reached to resolve the grievance, the aggrieved may present the grievance, within ten (10) days, to the Mainland PBA No. 77 grievance committee (hereinafter referred to as "the Committee") at their next scheduled meeting.

STEP 3. The Committee shall, within ten (10) days after screening and acceptance, submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision in writing within ten (10) working days of receipt of writing.

STEP 4. In the event the parties are unable to resolve the grievance in the third step, either party may, within ten (10) working days, refer the grievance to the Mayor for resolution. The Mayor, or his authorized representative, must render a decision within five (5) working days, to the City Council for resolution. The City Council must render a decision within fifteen (15) working days of receipt in writing.

STEP 5. In the event the grievance is not resolved at the fourth step, either party may refer the grievance, within five (5) working days, to the City Council for resolution. The City Council must render a decision within fifteen (15) working days of receipt in writing.

STEP 6. In the event the grievance is not resolved at the fifth step, either party may refer the matter for impartial, binding arbitration. Any party wishing to move a grievance to arbitration, shall notify the Public Employment Relation Commission within ten (10) working days of receipt of decision in Step 5 that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee.

If the City and Committee cannot mutually agree to a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, he shall render his award in writing, within thirty (30) days of the hearing, and his decision shall be final and binding on all parties. The cost of the arbitrator's fee shall be shared equally by the PBA No. 77 and the City.

Any steward or officer of PBA No. 77 required in the grievance procedure, to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose, and any member of the Police Department required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications -

Time extension must be mutually agreed to by the City and the Committee however, no more than two (2) extensions, not to exceed thirty (30) days each, shall be permitted.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason by Sex, Creed or Racial Origin, with respect to employment or opportunities for the improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with, nor discriminate against, any Employee because of membership in, or legitimate activity on behalf of PBA No. 77; nor shall the City encourage membership in any other association or union to do anything to interfere with the representation by the Majority Representative of PBA No. 77 as the exclusive bargaining agent of employees.

ARTICLE V - BULLETIN BOARD, DUES CHECKOFF

The City shall permit the use of bulletin boards located in the Police Department Headquarters by PBA No. 77, for the posting of notices concerning PBA business and activities.

The City agrees, upon receipt of signed authorization cards from Employees, to deduct from the Employees' wages the amount of dues as prescribed by PBA No. 77, in equal installments bi-weekly and to forward said amount to the Treasurer as to policy and procedure.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and technology of performing its work. The practical impact of the decisions of the above matters are subject to the Grievance Procedure as set

forth in Article III. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by the agreement.

The parties agree that the Chief of Police or other superior officers shall exercise their supervisory duties faithfully, irrespective of the fact that they may not be covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irresponsible of their membership in PBA No. 77.

#### ARTICLE VII - STRIKES

PBA No. 77 and the Employees assure and pledge to the City that their goals and purpose are such as to condone no strikes, work stoppages, sickouts, slowdowns or any other method which would interfere with Police service to the City of Pleasantville and its citizens or violate the Constitution of the United States or the laws of the State of New Jersey. the PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA and Employees will not support any member of this organization acting contrary to this provision.

#### ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every policeman shall have the right freely, to organize, join and support PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising the governmental power, under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any policemen in the enjoyment of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this agreement with respect to any terms or conditions of employment. Elected representatives of the PBA shall be permitted time off from their regular schedule meetings of the PBA providing the efficiency of the department is not seriously affected, at the discretion of the Chief of Police.

## ARTICLE IX - HOLIDAYS

All employees covered by this agreement shall continue to receive fourteen (14) holidays per year. Said holidays shall be awarded as days off in addition to the Employee's annual vacation and shall be given at any time during the calendar year at the employee's request, with the approval of the respective shift commanders, and may be taken consecutively, up to five (5) working days at a time.

## ARTICLE X - VACATIONS

A. An employee, during his first year of employment, shall be entitled to one working day vacation for each month of service, up to and including December of his or her initial year. Thereafter, he or she shall be entitled to a paid vacation according to the following schedule:

One thru five years service.....	17 working days
Six thru ten years .....	20 working days
Eleven thru fifteen years.....	23 working days
Sixteen thru twenty years .....	26 working days
Twenty one thru twenty five .....	30 working days

B. It is the intent of this Article to assure personnel covered by this agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be days they are given off. Days on which they are normally off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective from January 1, 1981.

## ARTICLE XI - LEAVES

### A. Sick Leave -

1. DEFINED - Sick leave is hereby defined to mean any unavoidable absence from post of duty, by an employee, because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after three consecutive days of sick leave, or in attendance of a member of the employee's immediate family. In case of any illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee; provided, however, the certificate must specify that the chronic or re-insuring nature of the illness is likely to cause a subsequent absence of employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be

required. Sick leave benefits should be carefully guarded and not dissipated or abused. all sick leave taken regardless of the amount of time taken, shall be charged against the employee's sick leave. Sick leave taken shall be recorded to the nearest 15 minute interval.

2. ACCUMULATION - Every person covered by this agreement shall be in addition to his or her paid vacation, be granted sick leave as defined in #1 above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave, not taken, shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay, if and when needed, provided that the City shall not require any of its employees who may be disabled, either through injury or illness as a result of or arising from his employment, to utilize the sick leave accumulated under this section.

3. PAY UPON TERMINATION - Upon an employee's retirement or death, said employee shall be compensated for his accumulated sick leave computed on his daily rate of pay for the year immediately preceding said termination, and shall receive a full days pay for each day of accumulated sick leave to a maximum of one hundred and eighty (180) working days. During terminal leave said employee shall receive all rights and benefits under this agreement.

Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

B. Funeral Leave -

1. Special leave of absence with pay up to a maximum of three (3) working days shall be granted to any employee in case of death within the immediate family.

2. The term "immediate family" shall include only, father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child of any employee and relatives residing in his/her household at the time of death.

3. The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

C. Injury Leave -

1. Injury leave shall be granted with full pay to employees

temporarily disabled through injury or illness as a result of, or arising from, their respective employment. Injuries must be reported within forty-eight (48) hours of occurrence.

2. Any amount of salary or wages paid or payable to employees because of leave, pursuant to Section XI-C (1) above, shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave, in no event shall this exceed twelve (12) months.

**D. Leave for PBA Meetings -**

The executive Delegate and President (or appointed alternates) of PBA No. 77 shall be granted leave from duty with full pay, up to six (6) days during a twelve (12) month period, to attend scheduled meetings of the State and Local Association, when such officers are scheduled to be on duty, providing the affected officer gives at least seventy-two (72) hours notice to the Chief of Police.

1. Negotiators and shop stewards will be given time off, without loss of pay, to attend PBA monthly meetings and any negotiation sessions that are held in Pleasantville.

**E. Limitations on Leaves -**

No leaves of absence or combinations of leaves of absence for any cause whatsoever, shall exceed one year. In case of continuous absence for more than one year, such employee so absent shall be automatically separated from the department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

**ARTICLE XII - SALARY, LONGEVITY, OVERTIME**

**A. Base Salary -**

The following annual base salaries will be paid (on a bi-weekly basis) to employees holding the following positions:

	<u>1/1/90</u>	<u>1/1/91</u>
Captain	\$41,101.00	43,567.00
Lieutenant	38,237.00	40,531.00
Sergeant	35,372.00	37,495.00
Patrolman III (after 3 yrs.)	32,508.00	34,459.00
Patrolman II (after 2 yrs.)	28,347.00	30,048.00
Patrolman I (after 1 yr.)	25,220.00	26,733.00
Recruit (first year)	21,840.00	23,150.00

B. Overtime -

1. Overtime shall consist of all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Overtime defined - Overtime shall be defined as any and all hours worked outside the normal work week of eight (8) hours per day, forty (40) hours per week, and shall include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and any other extra duty activities which require the employee's attendance.

2. All employees covered by this agreement shall, in addition to their base salaries, be paid one and one half (1 1/2) times their straight time hourly rate of pay, computed on the basis of a forty (40) hour week, including longevity, for all overtime hours worked. Overtime shall be paid quarterly together with, and in addition to, the employee's base salary.

3. Any employee who works an eight (8) hour shift on any of the fourteen (14) holidays will receive compensation of four (4) hours of overtime for each holiday worked.

C. Longevity -

1. Each employee listed in Article XII, Section A, shall be paid, in addition to and together with his annual base salary as listed in Section A, Article XII, additional compensation based upon the length of his or her service as fixed and determined to the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENT OF BASE SALARY</u>
Upon Completion of 4 years .....	2%
Upon completion of 10 years .....	4%
Upon completion of 15 years .....	6%
Upon completion of 20 years .....	8%

2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate, the pay period immediately following said anniversary date. Longevity shall be paid together with, and in addition to, the employee's base salary.

ARTICLE XIII - ACTING OFFICER

A. Any employee who shall have been appointed to act for a senior office, in the absence of such officer, and who shall have performed the duties thereof for a continuous period of thirty (30) days, shall, thereafter, be entitled to compensation to such office for time so held. This shall not apply for absences due to vacation or holidays.

B. This clause does not apply to, or for, those members of the department who are acting in the place of an employee who is receiving pay upon termination, as defined in Article XI, Section 3.

#### ARTICLE XIV - STAND-BY TIME AND EMERGENCY TIME

1. Stand-by time - All employees will receive one (1) hour overtime for every four (4) hours they are placed on stand-by. Employee can be placed on stand-by time by the shift commander or by the courts. Stand-by compensation will start on January 1, 1981.

2. Emergency time - Commencing January 1, 1982, any employee called in to duty during his off time will receive a minimum of three (3) hours overtime.

#### ARTICLE XV - COLLEGE INCENTIVE PROGRAM

A. The City and PBA No. 77 agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to, or accrediable toward, an undergraduate baccalaureate or associate's degree in Police Science or other related degrees, shall be paid a college allowance according to the following schedule:

<u>ACCUMULATED CREDIT HOURS</u>	<u>COMPENSATION PER ANNUM</u>
\$15.00 per credit hour to maximum of 40 credits	\$ 600.00
Associate Degree	\$1,000.00
Bachelor's Degree	\$1,800.00

To be eligible for payment, a minimum grade of "C" is required for each approved course.

Said compensation shall be continued from year to year and shall be paid in a lump sum on the first pay in December. It is understood that such credits must be earned while in the City's employ.

B. Credit Payment - The \$15.00 per credit payment shall be paid upon completion of the 40th credit, towards either an associates or bachelor's degree in Police Science or related courses. Under this section, eligible credits are narrowly defined to mean Police Science credits and not those courses generally known as "electives". The purpose of this section is to guarantee that the first forty (40) credit hours are work-related. Electives needed to attain degrees should be taken between the forty-first (41st) credit and the number of credits needed for a degree. This shall not apply to those

general courses needed to commence a curriculum in Police Science and are included in the credit hours needed in the degree program.

- C. Course Approval - All course approval must be submitted to the Chief of Police, prior to the start of the course. If a dispute arises concerning approval, it shall be referred to the Mayor, City Administrator and Chief of Police for final determination. The purpose of this section is to insure that the member is pursuing a course of study that will be beneficial to both the member and the department. Past college credits and degrees (those obtained prior to employment) will be eligible for payment upon approval of the Mayor, City Administrator and Chief of Police.
- D. Book Re-Imbursement - After successful completion of an approved course (minimum grade of "C"), the member shall present a receipt for the textbook to the Chief of Police or his designee. After normal processing, through the City's bill list system, the member will be re-imursed for the cost of the textbook and the textbook shall be turned over, in good condition, to the Police Department's Library, to be re-used by members requiring same.

#### ARTICLE XVI - HOSPITALIZATION INSURANCE

- A. The City agrees to provide the same medical insurance coverage as provided to all other full-time City employees. Said insurance will remain the same unless the employee requests the Pru-Care Medical Plan. The City agrees that the coverage provided shall be for the member and the member's family at the City's cost.
- B. The City also agrees to provide the dental, optical and prescription plan for the member and the member's family. Coverages shall be equal to what is presently in effect. However, coverage will be placed with the carrier of the City's choosing.
- C. After a minimum of 25 years of service, upon retirement from the department, the City agrees to provide hospitalization, described in Section A of this article, for the member only. The member, under this article has the option to pay the additional expense for spouse and/or family coverage at the City's rate, billed to the member annually in June of each year and paid to the City monthly.

#### ARTICLE XVII - CLOTHING ALLOWANCE

In addition to any other benefit under this agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$425.00, which sum shall be payable on the first pay period in December. It is understood that this allowance is not for the purchase or replacement of uniforms and clothing, but is to help offset the

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cost of cleaning and maintenance of same. Effective January 1, 1991, clothing allowance shall be increased to \$450.00.

#### ARTICLE XVIII - UNIFORM PURCHASING

A. All employees are allotted \$375.00 per year credit for purchasing of uniforms; exception to this article is the plain clothes employees who are given \$475.00 to buy clothing. The City further agrees to supply each uniformed officer, at least once a year, a complete price list of uniforms so he can be assured of receiving his proper amount of credit. Effective January 1, 1991, uniform personnel shall be allotted \$450.00 and plain clothes personnel shall be allotted \$550.00.

#### ARTICLE XIX - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department; and any past or present benefits or privileges which are enjoyed by the employees covered by this agreement that have not been included in this contract, shall be continued.

#### ARTICLE XX - SAVINGS CLAUSE

In the event that any provisions of this agreement shall be finally determined to be in violation of any applicable State of Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this agreement.

#### ARTICLE XXI - DURATION OF AGREEMENT

This contract shall be in full force and effect from January 1, 1990 until midnight, December 31, 1991. It is understood that the PBA No. 77 is seeking a successor agreement commencing from January 1, 1992 and this agreement shall remain in full force and effect until said successor agreement is reached.

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this agreement shall commence no later than September 1, 1991.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 9<sup>th</sup> day of February, 1990.

CITY OF PLEASANTVILLE

George W. Dix  
George W. Dix, Mayor

Andrew J. Salerno  
Andrew J. Salerno, Admin.

Alice M. Foster  
Alice M. Foster, City Clerk

NY STATE PBA, INC.

Paul W. Holden, Pres.  
Majority Representative

Roy H. Johnson  
PBA State Delegate

David Kelleher  
Shop Steward, Pleasantville

Signed, sealed and delivered  
in the presence of

Cynthia J. Pincus  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 5, 1994  
Notary Public of NJ